

Amtrak



RECORDATION NO. 7859-11

Filed 1425

DEC 14 1983 - 10 15 AM

December 13, 1983

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue  
Washington, D.C. 20423

No. 3-348A103

Date DEC 14 1983

Fee \$ 10.00

ICC Washington, D.C.

RECEIVED  
DEC 14 10 17 AM '83  
FEE OPERATION BR.

Dear Secretary:

I have enclosed an original and one copy of the documents listed on the attachment that are to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

As indicated, these documents are amendment agreements to equipment leases and a conditional sale agreement to terminate said leases and to prepay conditional sale debt.

We request that the agreements be cross-indexed.

The names and addresses of the parties to each document as well as recordation numbers under which the primary document is recorded are shown on the attachment.

A fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to my attention.

Very truly yours,

Richard I. Klein  
Director - Treasury Services

RIK/lpb  
Enclosures (3)

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**12/14/83**

**OFFICE OF THE SECRETARY**

**Richard I. Klein  
National Railroad Passenger Corp.  
400 North Capital Street, N.W.  
Washington, D.C. 20001**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on **12/14/83** at **10:55am** and assigned re-  
recording number(s). **7829-W Complete Release**

Sincerely yours,

*James H. Bayne*  
**JAMES H. BAYNE**

Secretary

Enclosure(s)

SE-30  
(7/79)

AMENDMENT AGREEMENT dated as of December 15, 1982, between BANK OF AMERICA NATIONAL TRUST AND SAVINGS SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee (hereinafter called the Lessor), under a Trust Agreement dated as of June 1, 1974 (hereinafter called the Trust Agreement), NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Lessee), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

WHEREAS, the Lessor and the Lessee have entered into a Sale and Lease Back Agreement and an Equipment Lease dated as of June 1, 1974 (hereinafter the Original Sale and Lease Back Agreement and the Original Lease, respectively) for the purchase by the Lessor and the lease of the units of railroad equipment described in Schedule A to the Original Lease;

WHEREAS the Lessor and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Assignment of Lease and Agreement dated as of June 1, 1974 (hereinafter called the Original Assignment), with respect to the Original Lease;

WHEREAS the Original Sale and Lease Back Agreement, the Original Lease, and the Original Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m. and were assigned recordation numbers 7829-A, 7829-C, and 7829-G, respectively;

WHEREAS the Original Sale and Lease Back Agreement, the Original Lease, and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Sale and Lease Back Agreement, the Original Lease, and the Original Assignment, as amended and supplemented to the date hereof, being hereinafter called the Sale and Lease Back Agreement, the Lease, and the Assignment, respectively; and

WHEREAS the parties hereto now desire to provide for the reconveyance to the Lessee of the 7 units of railroad equipment purchased by the Lessor from the Lessee

under the Sale and Lease Back Agreement and leased to the Lessee under the Lease and to terminate the Lease and the Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. On or before January 3, 1983, the Lessor hereby agrees to sell, and the Lessee hereby agrees to purchase, subject to the rights of the Assignee under the Conditional Sale Agreement dated as of June 1, 1974, as amended to date (hereinafter called the Conditional Sale Agreement) between the Lessee as vendee and General Electric Company as vendor, the Equipment as described in Schedule A to the Lease, provided the conditions hereinafter stated have been satisfied.

2. The Lessor agrees that, upon payment by the Lessee of the purchase price, and assumption by the Lessee of the obligations, as hereinafter specified, the Lessor will convey to the Lessee title to the Equipment (subject to the security title of the Assignee) by a bill of sale in the form attached hereto as Schedule I.

3. As purchase price for the Equipment being purchased from the Lessor by the Lessee, the Lessee agrees as follows:

(a) to pay to the Lessor \$1,901,850.00 on January 3, 1983;

(b) to assume and pay the installments of the Conditional Sale Indebtedness, as defined in the Conditional Sale Agreement, becoming due after July 15, 1982 and interest accruing from and after said date; and

(c) to release the Lessor from all of its obligations assumed under the Sale and Lease Back Agreement.

4. The Lease and the Assignment shall cease to be in force and effect as of the date of purchase hereunder. Thereupon, the Lessee and the Lessor shall be deemed to have released and discharged each other from any and all claims or obligations arising under the Lease and the Assignment accruing on or prior to such date. With respect to the equipment described in Schedule A, the Sale and Lease Back Agreement shall cease to be in force and effect as of the date of purchase hereunder and Lessee

and Lessor shall be deemed to have released and discharged each other from any and all claims or obligations arising under the Sale and Lease Back Agreement with respect to such equipment accruing on or prior to such date. Further, on the date of purchase hereunder, the Assignee shall be deemed to have released and discharged the Lessor from any and all claims or obligations arising under the Lease, the Assignment, the Sale and Lease Back Agreement and with respect to the equipment described in Schedule A hereto accruing on or prior to such date.

5. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 10.1 of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

(Corporate Seal)

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee

Attest:


\_\_\_\_\_  
Authorized Officer

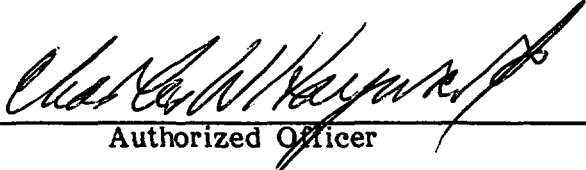
By \_\_\_\_\_  
Authorized Officer

(Corporate Seal)

NATIONAL RAILROAD PASSENGER  
CORPORATION

Attest:

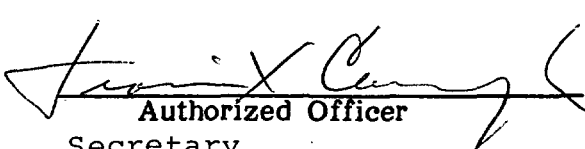
  
\_\_\_\_\_  
Authorized Officer

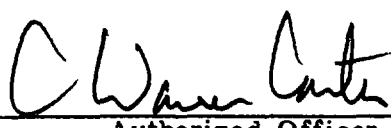
By   
\_\_\_\_\_  
Authorized Officer

(Corporate Seal)

FEDERAL FINANCING BANK

Attest:

  
\_\_\_\_\_  
Authorized Officer  
Secretary

By   
\_\_\_\_\_  
Authorized Officer  
Vice President


and Lessor shall be deemed to have released and discharged each other from any and all claims or obligations arising under the Sale and Lease Back Agreement with respect to such equipment accruing on or prior to such date. Further, on the date of purchase hereunder, the Assignee shall be deemed to have released and discharged the Lessor from any and all claims or obligations arising under the Lease, the Assignment, the Sale and Lease Back Agreement and with respect to the equipment described in Schedule A hereto accruing on or prior to such date.

5. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 10.1 of the Lease.

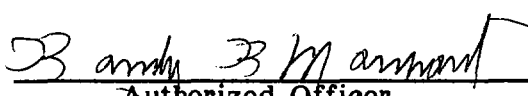
IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

(Corporate Seal)

Attest:

  
\_\_\_\_\_  
Authorized Officer

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee

By   
\_\_\_\_\_  
Authorized Officer

(Corporate Seal)

Attest:

\_\_\_\_\_  
Authorized Officer

NATIONAL RAILROAD PASSENGER  
CORPORATION

By \_\_\_\_\_  
Authorized Officer

(Corporate Seal)

Attest:

\_\_\_\_\_  
Authorized Officer

FEDERAL FINANCING BANK

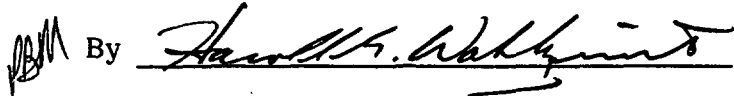
By \_\_\_\_\_  
Authorized Officer

**Authorization and Direction:**

Northwestern National Bank of Minneapolis as Trustor under that certain Trust Agreement dated as of June 1, 1974 between it as Trustor and First Security Bank of Utah, N.A., as Trustee hereby authorizes and directs First Security Bank of Utah, N.A., as Trustee, to execute this Amendment Agreement in accordance with the provisions of the Trust Agreement and, upon payment of the purchase price pursuant to the terms hereof, a Bill of Sale in the form set forth in Schedule I hereto.

**Beneficiary:**

**NORTHWESTERN NATIONAL BANK  
OF MINNEAPOLIS**

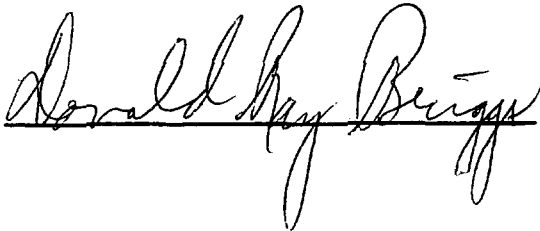
By  Harold H. Wahlgren  
Title Senior Vice President  
Date December 15, 1982

APPROVAL OF THE ADMINISTRATOR

The Federal Railroad Administrator on behalf of the Secretary of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement in accordance with Article 7 of the Sale and Lease Back Agreement and Section 26.13 of the Equipment Lease, dated as of June 1, 1974, between First Security Bank of Utah, National Association, as Trustee, and National Railroad Passenger Corporation and related documents.

  
\_\_\_\_\_  
Federal Railroad Administrator

Attest:

  
\_\_\_\_\_



## SCHEDULE I

### BILL OF SALE

#### KNOW ALL MEN BY THESE PRESENTS THAT:

**FIRST SECURITY BANK OF UTAH**, National Association, as Trustee under a Trust Agreement dated as of June 1, 1974 (hereinafter referred to as the "Seller") in consideration of One Dollar and other good and valuable consideration receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and assign to National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (hereinafter referred to as "Buyer") all Seller's right, title and interest in the following property:

<u>Buyer's R. R. Nos.</u>	<u>Type</u>
951, 956, 958 960 through 963	6,000 h.p. electric locomotives Model E60CP

**TO HAVE AND TO HOLD** said property to Buyer, its successors and assigns to its and their own use forever.

Seller hereby warrants that (i) the Seller has received whatever title (subject to any security title) to such property as was conveyed to the Seller by the Seller's predecessor in title to such property; and (ii) such property will be free of all liens, charges, encumbrances, claims or security interests, which either (A) result from action taken or omissions to act by the Seller which are not expressly permitted by the Equipment Lease (hereinafter referred to as the "Lease") dated as of June 1, 1974 between the Seller and the Buyer or which are not expressly requested or consented to by the Buyer in writing or (B) result from action taken or omissions to act by the Seller other than with respect to the Equipment as defined in the Lease or in connection with the Lease.

SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE, OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS IS SET FORTH SPECIFICALLY IN (i) AND (ii) ABOVE. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

**IN WITNESS WHEREOF**, First Security Bank of Utah, National Association, as Trustee, has caused this instrument to be executed in its corporate name by its respective officer thereunto duly authorized and its corporate seal to be hereunto duly affixed and attested this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

(Corporate Seal)

**FIRST SECURITY BANK OF UTAH  
NATIONAL ASSOCIATION**

Attest: \_\_\_\_\_  
Authorized Officer

By \_\_\_\_\_  
Authorized Officer

STATE OF UTAH )

COUNTY OF SALT LAKE )

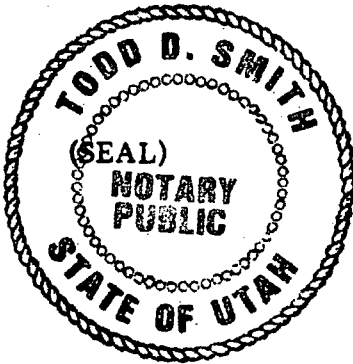
ss.:

On this 23<sup>rd</sup> day of December, 1982, before me personally appear RANDY R. MARCHANT, to me personally known, who being by me duly sworn says that he is an authorized officer of the First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association; that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Todd D. Smith  
NOTARY PUBLIC

My commission expires:

8/13/85



DISTRICT OF COLUMBIA, : ss.:

On this 3<sup>rd</sup> day of January, 1983, before me personally appear  
Thomas A. Gill, to me personally known, who, being by me duly  
sworn, said that he is the Federal Railroad Administrator, that the foregoing instrument  
was signed by him by authority duly delegated to him by the Secretary of Transportation;  
and he acknowledged that the execution of the foregoing instrument was his free act  
and deed as the Federal Railroad Administrator.

Harold E. Finney  
NOTARY PUBLIC

(Notarial Seal)

My Commission Expires:

Feb. 14, 1985

DISTRICT OF COLUMBIA, ) ss.:

On this 3rd day of JANUARY, 1983, before me personally appeared CHARLES W. HAYWARD, to me personally known, who, being by me duly sworn, said that he is Vice President-Finance of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
NOTARY PUBLIC

(Notarial Seal)

My commission expires: My Commission Expires January 1, 1985

DISTRICT OF COLUMBIA, ) ss.:

On this 4<sup>th</sup> day of January, 1982, before me personally appeared C. Warren Carter, to me personally known, who, being by me duly sworn, said that he is Vice President of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Albee K. Tambellini  
NOTARY PUBLIC

(Notarial Seal)

My commission expires: ~~My Commission Expires May 31, 1987~~